IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS

NOTICE TO BIDDERS
SPECIFICATION NO. 03-200

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

Submersible Wastewater Non-Clog Duplex Pump System

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, August 6, 2003 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

SPECIFICATIONS
FOR
SUBMERSIBLE WASTEWATER NON-CLOG DUPLEX PUMP SYSTEM
NORTH 66TH & BURLINGTON AVE LIFTSTATION

1.0 General

1.1 Supplier shall furnish a heavy duty, duplex, non-clog, submersible wastewater pumping system including pumps, valves, hardware, controls, and electrical distribution panel as per the requirements and specifications described herein.

1.2 Acceptable manufacturer shall be ITT Flygt, Model DP3085.182.

2.0 Pump Operating Requirements and Conditions

2.1 Each submersible pump shall be sized by the manufacturer for a flow rate of 157 GPM @ 14.0 TDH.

2.2 Each pump shall be equipped with an 3.0 HP submersible electric motor as per the specifications described under that section for operation on 230 volts, 3 phase, 60 hertz, 4 wire service.

2.3 Each pump/motor shall be equipped with 40 feet of submersible cable (SUBCAB) suitable for submersible pump applications.

2.3.1 The power cable shall be sized according to NEC and ICEA standards and have P-MSHA Approval.

2.4 Each pump shall be supplied with a mating cast iron 4 inch discharge connection.

2.5 Each pump shall be fitted with 25 feet of ¼" Stainless Steel lifting chain.

2.5.1 The working load of the lifting system shall be 50% greater than the pump unit weight.

3.0 Pump Design and Construction

3.1 Each pump shall be automatically and firmly connected to the discharge connection, guided by no less than two guide bars extending from the top of the station to the discharge connection.

3.1.1 Sealing of the pumping unit to the discharge connection shall be accomplished by a machined metal to metal watertight contact.

3.1.2 Sealing of the discharge interface with a diaphragm, O-ring or profile gasket will not be acceptable.

3.2 No portion of the pump shall bear directly on the sump floor.

3.3 Major pump components shall be of grey cast iron, ASTM A-48, Class 35B, with smooth surfaces devoid of blow holes or other irregularities.

3.4 All exposed nuts or bolts shall be AISI type 304 stainless steel construction.

3.5 All metal surfaces coming into contact with the pumpage, other than stainless steel or brass, shall be protected by a factory applied spray coating of acrylic dispersion zinc phosphate primer with a polyester resin paint finish on the exterior of the pump.

3.6 Sealing design shall incorporate metal-to-metal contact between machined surfaces.

3.7 Critical mating surfaces where watertight sealing is required shall be machined and fitted with Nitrile or Viton rubber O-rings.

3.8 Fittings will be the result of controlled compression of rubber O-rings in two planes and O-ring contact of four sides without the requirement of a specific torque limit.

3.9 Rectangular cross sectioned gaskets requiring specific torque limits to achieve compression shall not be considered as adequate or equal.

3.10 No secondary sealing compounds, elliptical O-rings, grease or other devices shall be used.

4.0 Cooling System

4.1 Motors shall be sufficiently cooled by the surrounding environment or pumped media and shall not require a water jacket.

5.0 Cable Entry Seal

5.1 The cable entry seal design shall preclude specific torque requirements to insure a watertight and submersible seal.

5.2 The cable entry shall consist of a single cylindrical elastomer grommet, flanked by washers, all having a close tolerance fit against the cable outside diameter and the entry inside diameter and compressed by the body containing a strain relief function, separate from the function of sealing the cable.

5.2.1 The assembly shall provide ease of changing the cable when necessary using the same entry seal.

5.3 The cable entry junction chamber and motor shall be separated by a stator lead sealing gland or terminal board, which shall isolate the interior from foreign material gaining access through the pump top.

5.3.1 Epoxies, silicones, or other secondary sealing systems shall not be considered acceptable.

6.0 Motor

6.1 The pump motor shall be a NEMA B design, induction type with a squirrel cage rotor, shell type design, housed in an air filled, watertight chamber.

6.2 The stator windings shall be insulated with moisture resistant Class H insulation rated for 180^{O}C (356^{O}F).

6.3 The stator shall be insulated by the trickle impregnation method using Class H monomer-free polyester resin resulting in a winding fill factor of at least 95%.

6.4 The stator shall be heat-shrink fitted into the cast iron stator housing.

6.5 The use of multiple step dip and bake-type stator insulation process is not acceptable.

6.6 The use of bolts, pins or other fastening devices requiring penetration of the stator housing is not acceptable.

6.7 The motor shall be designed for continuous duty handling pumped media of 40 C (104 F) and capable of up to 15 evenly spaced starts per hour.

6.8 The rotor bars and short circuit rings shall be made of cast aluminum.

6.9 Thermal switches set to open at 125 C (260 F) shall be embedded in the stator lead coils to monitor the temperature of each phase winding.

6.9.1 These thermal switches shall be used in conjunction with and supplemental to external motor overload protection and shall be connected to the control panel.

6.10 The junction chamber containing the terminal board, shall be hermetically sealed from the motor by an elastomer compression seal.

6.11 Connection between the cable conductors and stator leads shall be made with threaded compression type binding posts permanently affixed to a terminal board.

6.12 The motor and the pump shall be produced by the same manufacturer.

6.13 The combined service factor (combined effect of voltage, frequency and specific gravity) shall be a minimum of 1.15.

6.14 The motor shall have a voltage tolerance of plus or minus 10%.

6.15 The motor shall be designed for operation up to 40 C (104 F) ambient and with a temperature rise not to exceed 80 C.

6.16 A performance chart shall be provided showing curves for torque, current, power factor, input/output kW and efficiency.

6.16.1 Performance chart shall also include data on starting and no-load characteristics.

7.0 Power Cable

7.1 The power cable shall be sized according to the NEC and ICEA standards and shall be of sufficient length to reach the junction box without the need of any splices.

7.2 The outer jacket of the cable shall be oil resistant chloroprene rubber.

7.3 The motor and cable shall be capable of continuous submergence underwater without loss of watertight integrity to a depth of 65 feet.

8.0 Bearings

8.1 Motor bearings shall be permanently grease lubricated.

8.2 The upper bearing shall be a single deep groove ball bearing.

8.3 The lower bearing shall be a two row angular contact bearing to compensate for axial thrust and radial forces.

8.3.1 Single row lower bearings are not acceptable.

9.0 Mechanical Seal

9.1 Each pump shall be provided with a tandem mechanical shaft seal system consisting of two totally independent seal assemblies.

9.2 The seals shall operate in an lubricant reservoir that hydrodynamically lubricates the lapped seal faces at a constant rate.

9.3 The lower, primary seal unit, located between the pump and the lubricant chamber, shall contain one stationary and one positively driven rotating, corrosion resistant tungsten-carbide ring.

9.4 The upper, secondary seal unit, located between the lubricant chamber and the motor housing, shall contain one stationary and one positively driven rotating, corrosion resistant tungsten-carbide seal ring.

9.5 Each seal interface shall be held in contact by its own spring system. The seals shall require neither maintenance nor adjustment nor depend on direction of rotation for sealing.

9.6 Each pump shall be provided with an lubricant chamber for the shaft sealing system.

9.7 The lubricant chamber shall be designed to prevent overfilling and to provide lubricant expansion capacity.

9.8 The drain and inspection plug, with positive anti-leak seal shall be easily accessible from the outside.

9.9 The seal system shall not rely upon the pumped media for lubrication.

9.9.1 The motor shall be able to operate dry without damage while pumping under load.

9.10 Seal lubricant shall be FDA Approved, nontoxic.

10.0 Pump Shaft

10.1 Pump and motor shaft shall be the same unit.

10.2 The pump shaft is an extension of the motor shaft.

10.3 Shaft shall be AISI type 431 stainless steel.

10.4 Pump couplings shall not be acceptable.

11.0 D Pump Impeller

11.1 Pump impellers shall be of gray cast iron, Class 35B, dynamically balanced, semi-open, Vortex non-clog design.

12.0 Mix-Flush Valve Assembly

12.1 Each pump shall be equipped with an automatically operating valve that will provide a mixing action within the sump at the start-up of the pumping cycle.

12.2 This valve shall be mounted directly on the pump volute and shall direct a portion of the pumpage into the sump to flush and re-suspend solids and grease by the turbulent action of its-discharge.

12.3 The valve shall be mounted on the pump volute so that it can be removed from the sump along with the pump during normal and routine maintenance checks and shall be positioned on the volute to provide for non-clogging operation.

12.4 The valve shall be equipped with an adjustable, wear-resistant discharge nozzle which shall be used to direct flow from the valve to optimize mixing action within the sump.

12.5 The valve shall not require any external power source or control to operate, neither electric nor pneumatic.

12.6 The valve shall be suitable for use in Class I, Division 1 hazardous locations.

13.0 Control and Power Distribution

13.1 General

13.1.1 Control system shall be supplied by the pump manufacture containing all the mechanical and electrical equipment necessary to provide for the operation of the submersible pump or pumps as depicted on the drawings and described in the specifications.

13.2 Enclosure

13.2.1 The control panel enclosure shall be rated Nema 4X stainless steel sized to house the specified MT2PC Controller and the existing telemetry RTU .

13.2.2 The enclosure door shall be gasketed with a rubber composition material around the perimeter and shall be installed with a retainer to assure a positive weatherproof seal.

13.2.2.1 The door shall open a minimum of 180 degrees.

13.2.2.2 A padlock hasp shall be provided.

13.2.3 A polished inner door shall be mounted on a continuous aluminum aircraft type hinge and shall contain cutouts for the protrusion of the circuit breakers and provide protection of the personnel from internal live voltages.

13.2.3.1 All control switches, pilot indicators, elapsed time meters and other operational devices shall be mounted on the external surface of the dead front.

13.2.3.2 The dead front door shall open a minimum of 150 degrees to allow for access to the equipment for maintenance.

13.2.3.3 A ¾" break shall be formed around the perimeter of the dead front to provide rigidity.

13.2.4 A back plate shall be manufactured from 12 gauge sheet steel and be finished with a primer coat and two {2} coats of baked-on white enamel.

13.2.5 All hardware shall be mounted using stainless steel machine thread screws. (Sheet metal screws shall not be acceptable)

13.2.6 All installed devices will be permanently identified with engraved legends.

13.3 Power Distribution

13.3.1 The panel power distribution shall include all necessary components and shall be wired with stranded copper conductors rated at 90 degrees "C".

13.3.2 Conductor terminations shall be as recommended by the device manufacture.

13.3.3 The power system shall contain incoming power terminals, motor circuit breakers and control circuit breaker.

13.3.4 All circuit breakers shall be heavy duty thermal magnetic or motor circuit protector similar and equal to Square "D" type "FAL".

13.3.4.1 Each breaker shall be sized to adequately meet the operating conditions of the load and have a minimum interrupting capacity of 10,000 amps at 230v and 18,000 at 460v.

13.3.4.2 Breakers shall be indicating type, providing an "on-off-tripped" positions of the handle.

13.3.4.3 They shall be quick make-quick break on manual and automatic operation and have inverse time characteristics.

13.3.4.4 Breakers shall be designed so that tripping of one pole automatically trips all poles.

13.3.5 Motor starters shall be open frame, across the line, NEMA rated with individual overload protection in each phase.

13.3.5.1 Motor starter contacts and coil shall be replaceable from the front of the starter without removal of the starter from its mounted position.

13.3.5.2 Overload heaters shall be block type, utilizing melting alloy spindles, sized for the full load amperage of the load.

13.3.6 A solid state lightning-transit protector shall be provided with a response time of less than 5 nano-seconds with a withstanding surge capacity of 6500 amperes.

13.3.6.1 Units shall be instant recovery, long life and have no holdover currents.

13.3.7 The following components shall be supplied as standard equipment.

13.3.7.1 12 pin plug in phase/voltage monitor shall be supplied with two double pole double throw contacts.

13.3.7.2 Nema 4 rated Hand Off Auto or spring loaded Hand Auto switches for bypass control depending on the control selections.

13.3.7.3 Run/ failure lights as required.

13.3.7.4 Elapse time meters.

13.3.7.5 Alternation with lead /lag selector/ test switch/indicators.

13.3.7.6 50 watt condensation heater and thermostat.

13.3.7.7 Control wiring to be 18 AWG copper-tinned rated at 105 degrees C.

13.3.7.8 Each wire shall be numbered corresponding to the wiring diagram.

13.3.7.9 Single phase capacitor banks will be provided when required.

13.4 Multitrode MT2PC Probe Controller System

13.4.1 A bar graph level readout controller shall be provided to indicate level in the wet well.

13.4.2 The controller shall control the pumps and monitor up to three alarm points.

13.4.3 The unit shall be able to discriminate between four different fault conditions.

13.4.4 The controller shall provide multiple LED indicators to indicate pump operation, pump faults, alternation sequence and alarm conditions.

13.4.5 A key board shall be mounted onto the dead front door that will program the following.

13.4.5.1 Pump activation and deactivation points.

13.4.5.2 Alternation sequence.

13.4.5.3 Time delays for pump on sequence.

13.4.5.4 Monitor pump seal and temperature failures.

13.4.5.5 Monitoring of critical and non critical faults.

13.4.5.6 Reset all alarm fault indications.

13.4.6 Multitrode MT2PC probe controller shall be intrinsically safe.

13.4.6.1 Intrinsically safe wiring shall be separated from non-intrinsically safe wiring.

13.5 External Sensor/Probe

13.5.1 Probe casings shall be uPVC premium quality extruded tube.

13.5.2 The sensor shall be constructed of Avesta 254 SMO high grade stainless steel alloy.

13.5.3 The sensor/probe shall be 2.5 meters in length.

13.5.3 The cable shall be PVC/PVC multi-core.

13.6 Miscellaneous

13.6.1 A final as built drawings encapsulated in mylar shall be attached to the inside of the front door.

13.6.1.1 A list of all legends shall be included.

13.6.2 All control panels shall be listed by a nationally recognized testing laboratory [NRTL] and apply the certification necessary to indicate the NRTL approval.

13.6.3 All intrinsically safe controls shall be certified under UL Hazardous location with UL913 devices acceptable for use in class I,II,III, division I locations in addition to the NRTL recognition.

13.6.4 All equipment shall be guaranteed for a period of three (3) years from the date of shipment.

13.6.5 The warranty is effective against all defects in workmanship and / or defective components.

13.6.5.1 The warranty is limited to the replacement or repair of the defective equipment.

14.0 Protection

14.1 All stators shall incorporate thermal switches in series to monitor the temperature of each phase winding.

14.2 The thermal switches shall open at 125 C (260 F), stop the motor and activate an alarm.

14.3 Each pump shall be equipped with a (FLS) Float Leakage Sensor to detect water in the stator chamber.

14.4 The Float Leakage Sensor (FLS) when activated, shall stop the motor and send an alarm both local and/or remote.

14.5 The thermal switches and FLS shall be connected to a Mini CAS (Control and Status) monitoring unit mounted in the control panel.

15.0 Testing

15.1 Testing of each pump shall be performed and include the following inspections:

15.1.1 Impeller, motor rating and electrical connections shall be checked for compliance with this specification.

15.1.2 Prior to submergence, each pump shall be run dry to establish correct rotation.

15.1.3 Each pump shall be run submerged in water.

15.1.4 Motor and cable insulation shall be tested for moisture content or insulation defects.

15.2 A written quality assurance record confirming the above testing/inspections shall be supplied with each pump at the time of shipment.

16.0 Start-Up Service

16.1 The equipment manufacturer shall furnish the services of a qualified factory trained field service engineer for 8-hour working day(s) at the site to inspect the installation and instruct the owner's personnel on the operation and maintenance of the pumping units.

16.2 After the pumps have been completely installed and wired, the following startup services shall be performed:

16.2.1 Megger stator and power cables.

16.2.2 Check seal lubrication.

16.2.3 Check for proper rotation.

16.2.4 Check power supply voltage.

16.2.5 Measure motor operating load and no load current.

16.2.6 Check level control operation and sequence.

16.3 During this initial inspection, the manufacturer's service representative shall review recommended operation and maintenance procedures with the owner's personnel.

17.0 Warranty

17.1 Five (5) year 10,000 hour manufacturers warranty. (See Attached)

17.2 The warranty shall be in printed form and previously published as the manufacturer's standard warranty for all similar units manufactured.

18.0 Operation and Maintenance Information

18.1 Three (3) sets of O&M manuals specific to the pump model supplied shall accompany delivery of the equipment.

18.2 O&M manual information shall consist of general operating instruction, recommended spare parts, recommended maintenance, trouble shooting guides, and exploded part assembly views specific to the pump model supplied.

18.3 Supplier shall supply a manufacturers pump performance curve specific to the pump model supplied.

19.0 Delivery Information and Contact

19.1 Contact Mr. Steve Crisler, telephone number 402-441-7966 with any technical questions regarding this request.

19.2 Shipping address is as follows: City of Lincoln, Northeast Wastewater Treatment Facility, 7000 North 70th Street, Lincoln, Ne. 68507

PROPOSAL
SPECIFICATION NO. 03-200

BID OPENING TIME: 12:00 NOON
DATE: August 06, 2003

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers _____ through _____ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. all addenda shall become part of the final contract document.

BIDDING SCHEDULE

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	TOTAL
1.	Submersible Wastewater Non-Clog Duplex Pump System Manufacturer_____Model_____	1 Each	$_ _____	$_____

NO BID SECURITY REQUIRED _____

AFFIRMATIVE ACTION PROGRAM:
Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 03-200

COMPANY NAME	**BY (Signature)**
STREET ADDRESS or P.O. BOX	**(Print Name)**
CITY, STATE ZIP CODE	**(Title)**
TELEPHONE No. FAX No.	**(Date)**
EMPLOYER'S FEDERAL I.D. NO. OR SOCIAL SECURITY NUMBER	**ESTIMATED DELIVERY DAYS**
TERMS OF PAYMENT	**E-MAIL ADDRESS**

Bids may be inspected in the Purchasing Division offices during normal business hours, **after** tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION

1. BIDDING PROCEDURE

1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.

1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.

1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.

1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.

1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.

1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.

1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.

1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.

2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.

2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.

2.4 Bid security will be returned to the successful bidder(s) as follows:

2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.

2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.

2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:

2.5.1 A contract has been executed and bonds have been furnished.

2.5.2 The specified time has elapsed so that the bids may be withdrawn.

2.5.3 All bids have been rejected.

2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.

2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.

3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).

3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.

5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.

7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.

7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.

8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.

8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.

8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.

10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.

10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.

11.2 Such demonstration can be at the City delivery location or a surrounding community.

11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).

11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.

12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.

12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

13.1 Copies of the following documents must accompany the bid proposal for all items being bid:

13.1.1 Manufacturer's warranties and/or guarantees.

13.1.2 Bidder's maintenance policies and associated costs.

13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.

13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and

13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a “year category” shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.

14.2 Material delivered under thisproposal shall remain the property of the bidder until:

14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and

14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.

14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.

14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.

14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.

15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.

15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.

15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.